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Sweet, J

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK
New York Division

DUNKIN' DONUTS FRANCHISED
RESTAURANTS LLC,
a Delaware Limited Liability Company,

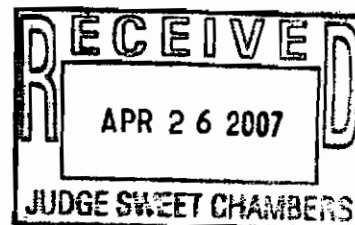
BASKIN-ROBBINS FRANCHISED SHOPS LLC,
a Delaware Limited Liability Company,

Plaintiffs,

v.

TKNY PARTNERS LLC,
a New York Limited Liability Company,

Defendant.



C.A. No. 07-CV-3108 (RWS)

CONSENT ORDER

IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiffs Dunkin' Donuts Franchised Restaurants LLC and Baskin-Robbins Franchised Shops LLC (collectively, "Dunkin' or Dunkin' Donuts"), and Defendant TKNY Partners LLC, that this action, which Dunkin' Donuts filed seeking injunctive relief to enjoin Defendant to cease violating Dunkin' Donuts' standards for health, sanitation, and food safety at Defendant's shop, is settled upon the following terms and conditions:

1. That Dunkin' Donuts' Motion for a Preliminary Injunction is granted to the extent agreed to herein.
2. That Defendant shall cure the violations at its shop located at 145 East 125th Street, New York, New York, 10035, which is also known as 2083 Lexington Avenue, New

York, New York 10035, and identified on the Food Safety & Sanitation Reinspection Form dated April 23, 2007 (attached hereto as Exhibit A), and comply with Dunkin' Donuts' standards for health, sanitation, and food safety, as determined by Dunkin' Donuts based on a reinspection, by no later than May 4, 2007.


3. That Defendant pay Dunkin' Donuts' attorneys' fees and costs incurred in this action in the amount of six thousand one-hundred seventy-seven and 50/100 dollars (\$6,177.50) by certified check made payable to "Dunkin' Donuts" by no later than May 4, 2007. Such payment shall be sent to Dunkin' Donuts' counsel, Jimmy Chatsuthiphan, Esq., Gray, Plant, Mooty, Mooty & Bennett, P.A., 2600 Virginia Avenue, N.W., Suite 1111, Washington, D.C. 20037.

4. In the event that Defendant fails to satisfy any of their obligations under this Consent Order and Dunkin' Donuts is required to incur additional fees and costs to enforce the terms of this Order, Defendant shall be responsible for such fees and costs in addition to the fees and costs identified in paragraph 3 herein.

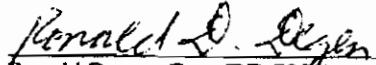
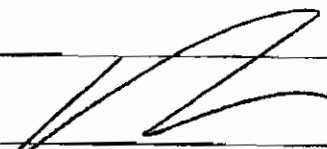
5. Upon Defendant curing the defaults at issue (as identified in paragraph 2) and paying Dunkin' Donuts' attorneys' fees and costs incurred in this action (as identified in paragraph 3), Dunkin' Donuts will dismiss this case against Defendant.

Date

4.27.07


ROBERT W. SWEET
United States District Judge

Respectfully submitted jointly,

 Ronald Degen, Esq. (RD 7808) Scott Goldfinger, Esq. (SG 9219) O'ROURKE & DEGEN, PLLC 225 Broadway, Suite 715 New York, New York 10007 Telephone: (212) 227-4530 Facsimile: (212) 385-9813 Robert L. Zisk (RZ 1275) David E. Worthen (DW 8519) Jimmy Chatsuthiphan (JC 3111) GRAY, PLANT, MOOTY, MOOTY & BENNETT, P.A. 2600 Virginia Avenue, N.W., Suite 1111 Washington, DC 20037 Telephone: (202) 295-2200 Facsimile: (202) 295-2250 <i>Attorneys for Plaintiffs</i> Dunkin' Donuts Franchised Restaurants LLC Baskin-Robbins Franchised Shops LLC Date: April 25, 2007	 Michael Einbinder, Esq. (ME 3930) Einbinder & Dunn, LLP 104 West 40th Street New York, New York 10018 Telephone: (212) 391-9500 Facsimile: (212) 391-9025 <i>Attorney for Defendant</i> TKNY Partners LLC Date: April 25, 2007
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